

# भारत का राजपत्र The Gazette of India

साप्ताहिक/WEEKLY

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No. 49] NEW DELHI, SATURDAY, DECEMBER 5—DECEMBER 11, 2009 (AGRAHAYANA 14, 1931)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।  
(Separate paging is given to this Part in order that it may be filed as a separate compilation)

## भाग IV [PART IV]

[गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं]  
[Advertisements and Notices issued by Private Individuals and Private Bodies]

### NOTICE

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BY ORDER  
Controller of Publication

### नाम परिवर्तन

मैं, अब तक विजय सिंह के नाम से ज्ञात सुपुत्र श्री भगवान सिंह, कार्यालय एस.पी.एम. होशंगाबाद, म. प्र. में इलेक्ट्रिशियन-2 के पद पर कार्यरत, निवासी फेस-2/366 ए/टाईप, एस.पी.एम. होशंगाबाद, म. प्र. ने अपना नाम बदल लिया है और इसके पश्चात् मेरा नाम विजयसिंह ठाकुर होगा।

प्रमाणित किया जाता है कि मैंने इस बारे में अन्य कानूनी शर्तों को पूरा कर लिया है।

विजय सिंह  
[हस्ताक्षर (वर्तमान पुराने नाम के अनुसार)]

### CHANGE OF NAME

I, hitherto known as SURESH KUMAR PANJWANI son of Late RAWALDASS, employed as Accountant in the Shree Ganesh Fruits at B-169, New Subzi Mandi, Azadpur, Delhi-33, residing at G-6/181, Sector-16, Rohini, Delhi-89, have changed my name and shall hereafter be known as SURESH DARYANI.

It is certified that I have complied with other legal requirements in this connection.

SURESH KUMAR PANJWANI  
[Signature (in existing old name)]

I, hitherto known as DHARM PAL SINGH son of Late RATTAN LAL JAIN, employed as Master Warrant Officer in the Indian Air Force, residing at SMQ No. 147/2, Air Force Station Rajokri, New Delhi-110038, have changed my name and shall hereafter be known as DHARM PAL SINGH JAIN.

It is certified that I have complied with other legal requirements in this connection.

DHARM PAL SINGH  
[Signature (in existing old name)]

I, hitherto known as RAJESH KUMAR HARIJAN son of Sh. AMBIKA BHARATI, employed as Fitter Skilled, T. No. 392, Section-Gun-'C', P. No. 006894 in the Gun & Shell Factory, Cossipore, Kolkata-700002 under Ministry of Defence, Govt. of India, residing at Ichapur, P.O. Nawabganj, Dist. 24, Pargana (N), Pin-743144, WB, have changed my name and shall hereafter be known as RAJESH KUMAR BHARATI.

It is certified that I have complied with other legal requirements in this connection.

RAJESH KUMAR HARIJAN  
[Signature (in existing old name)]

I, hitherto known as MONA SINGH wife of Sh. BHARAT JOSHI, employed as Lawyer in the Courts of Delhi, residing at A-6, Diwan Shree Apartments, 30 Ferozeshah Road, New Delhi-110001, have changed my name and shall hereafter be known as MRIDA JOSHI.

It is certified that I have complied with other legal requirements in this connection.

MONA SINGH  
[Signature (in existing old name)]

I, hitherto known as LAXMAN RAM son of Late CHANDRA DEEP RAM, employed as Enquiry-Reservation Supervisor (ERS) in the Northern Railway Varanasi Division Lucknow, residing at Lane No. 2, Plot No. 1, Bhakti Nagar Colony, Pandeypur, Varanasi, have changed my name and shall hereafter be known as LAXMAN RAM GUPTA.

It is certified that I have complied with other legal requirements in this connection.

LAXMAN RAM  
[Signature (in existing old name)]

I, hitherto known as SANGEETA SOHAN LAL CHOBDAR wife of Sh. RAJEEV SAINI, residing at A-1/7, Sector-15, Rohini, Delhi-110085, have changed my name and shall hereafter be known as SANGEETA SAINI.

It is certified that I have complied with other legal requirements in this connection.

SANGEETA SOHAN LAL CHOBDAR  
[Signature (in existing old name)]

I, hitherto known as REENA DADLANI @ REENA PANJWANI Wife of Sh. AMIT PANJWANI, residing at Pocket-G-23/268, Sector-7, Rohini, Delhi-110085, have changed my name and shall hereafter be known as GAURI PANJWANI.

It is certified that I have complied with other legal requirements in this connection.

REENA DADLANI @ REENA PANJWANI  
[Signature (in existing old name)]

I, hitherto known as RANBIR KUMAR son of Sh. B. M. KUMAR, employed as Advocate in the Tis Hazari Courts, Delhi, residing at New GH-6/70, Paschim Vihar, New Delhi-110087, have changed my name and shall hereafter be known as RANBIR KAPUR.

It is certified that I have complied with other legal requirements in this connection.

RANBIR KUMAR  
[Signature (in existing old name)]

I, hitherto known as RANDHIR SINGH son of Sh. SURAJ MAL, employed as Head Constable in Delhi Police posted at P. S. Shahbad Dairy, Outer District, Delhi, residing at 717, Sector-23, Sonapat, Haryana, have changed my name and shall hereafter be known as RANBIR SINGH.

It is certified that I have complied with other legal requirements in this connection.

RANDHIR SINGH  
[Signature (in existing old name)]

I, hitherto known as ANITA KUMARI wife of Sh. KARANDEEP SINGH CHAWLA, residing at M-224, Vikas Puri, New Delhi-18, have changed my name and shall hereafter be known as JASMINE CHAWLA.

It is certified that I have complied with other legal requirements in this connection.

ANITA KUMARI  
[Signature (in existing old name)]

I, MAHESHWAR SINGH son of Sh. BHAGWAN SINGH, employed as Beldar in the H. Division CPWD 4-6, Pandit Pant Marg, New Delhi, residing at 1001, Block No. 25, Baba Khark Singh Marg, New Delhi-01, have changed the name of my minor son AKHIL SINGH aged 14 years and he shall hereafter be known as ANUJ THAKUR.

It is certified that I have complied with other legal requirements in this connection.

MAHESHWAR SINGH  
[Signature of Guardian]

I, hitherto known as SANJEEV son of Late M. RAGHAVAN, employed as Videographer-Cum-Photographer, Municipal Council, residing at Gurudwara Lane, Port Blair, Andaman, have changed my name and shall hereafter be known as SANJEEV RAGHAVAN.

It is certified that I have complied with other legal requirements in this connection.

SANJEEV  
[Signature (in existing old name)]

I, hitherto known as BODAVULA ANANTHA LAKSHMI, daughter of Sh. LAKSHMI NARASIMHA SWAMY wife of Sh. NAMMI KIRAN KUMAR, residing at Plot no. 103, Harsha Apartments, D. No. 8-3-320/1/12, Sai Saradhi Nagar, Yellareddyguda, Hyderabad-500073, A. P., have changed my name and shall hereafter be known as NAMMI ANANTHA LAKSHMI.

It is certified that I have complied with other legal requirements in this connection.

BODAVULA ANANTHA LAKSHMI  
[Signature (in existing old name)]

I, hitherto known as P. THANKAPPAN PILLAI son of Sh. PADMANABHAN, employed as Postman, Nagercoil, Head Post Office-629 001 at 28/110, Saral Vilai, Muttakkad, Kumarapuram Post, (Pin-629 189) Kanniyakumari District, Tamil Nadu, have changed my name and shall hereafter be known as P. THANGAPPAN.

It is certified that I have complied with other legal requirements in this connection.

P. THANKAPPAN PILLAI  
[Signature (in existing old name)]

I, hitherto known as SUDHIR N. son of Sh. NARAYANA NAIK A., residing at 'PREMA NILAYA', Neerkaje Post, Kepu Village, Bantwal Taluk D. K. Distt., Karnataka State, have changed my name and shall hereafter be known as SUDHIR NARAYANA NAIK.

It is certified that I have complied with other legal requirements in this connection.

SUDHIR N.  
[Signature (in existing old name)]

I, hitherto known as S. MALLIKA MANIAN wife of Late N. SIVASUBRAMANIAN, employed as Labour U/S, Token No. 18205/8551 (Govt. of India Pass No. D018561) at Heavy Vehicle Factory, Avadi, Chennai-600054 in the Ministry of Defence (Govt. of India), residing at 188,

Bharathidasan Street, V.G.N. Shanthi Nagar, Ambattur, Chennai-600053, Tamil Nadu State, have changed my name and shall hereafter be known as S. MALLIKA.

It is certified that I have complied with other legal requirements in this connection.

S. MALLIKA MANIAN  
[Signature (in existing old name)]

I, hitherto known as P. DOLLY MAHITA daughter of Sh. P. RAJA RAMAMOHAN RAO, residing at 1-9-641/6, Flat No. 102, Raghavendra's Silver Castle, Vidyanagar, Hyderabad-44, A.P., have changed my name and shall hereafter be known as MAHITHA PAYARDHA.

It is certified that I have complied with other legal requirements in this connection.

P. DOLLY MAHITA  
[Signature (in existing old name)]

I, hitherto known as GOLLA HARI NARAYANA son of Sh. RAGHAVIAH, residing at 8-221, 2nd Floor, Praburaja Complex, Jagati Hospital Road, Kanuru, Vijayawada-7, A.P., have changed my name and shall hereafter be known as GOLLA HARI BABU.

It is certified that I have complied with other legal requirements in this connection.

GOLLA HARI NARAYANA  
[Signature (in existing old name)]

I, hitherto known as RONKEY son of Sh. BANTU, employed as Chowkidar in the office of Defence Pension Disbursing Office Kapurthala, in Defence Accounts Department, residing at Village & Post Office Ballsarai, Tehsil Baba Bakala, Distt. Amritsar, Punjab, have changed my name and shall hereafter be known as RAUNKI SINGH.

It is certified that I have complied with other legal requirements in this connection.

RONKEY  
[Signature (in existing old name)]

I, hitherto known as LALIT son of Sh. BABU RAM BANSAL, residing at Block F, Pocket I, 35-36, First Floor, Sector-11, Rohini, Delhi-110085, have changed my name and shall hereafter be known as LALIT BANSAL.

It is certified that I have complied with other legal requirements in this connection.

LALIT  
[Signature (in existing old name)]

I, hitherto known as GARGI SHARMA daughter of Sh. RAJ KUMAR SHARMA wife of Dr. PRABUDH GOEL, employed as Assistant Director of Income Tax, Intelligence in New Delhi, residing at 251, Type 3, Ayur Vigyan Nagar, Near Ansal Plaza, Khelgaon Road, New Delhi-110049, have changed my name and shall hereafter be known as GARGI SHARMA GOEL.

It is certified that I have complied with other legal requirements in this connection.

GARGI SHARMA  
[Signature (in existing old name)]

I, Mrs. POORNIMA MOSES wife of Late SAMSON MOSES, employed as Staff Nurse, in Safdarjang Hospital, residing at BD-914, Sarojini Nagar, New Delhi-110023, have changed the name of my minor daughter ASHNA MOSES, aged 17 years and she shall hereafter be known as SHEBA MOSES.

It is certified that I have complied with other legal requirements in this connection.

POORNIMA MOSES  
[Signature of Guardian]

I, Mrs. POORNIMA MOSES wife of Late SAMSON MOSES, employed as Staff Nurse, in Safdarjang Hospital, residing at BD-914, Sarojini Nagar, New Delhi-110023, have changed the name of my minor daughter TANIA MOSES, aged 13 years and he shall hereafter be known as MAHIMA MOSES.

It is certified that I have complied with other legal requirements in this connection.

POORNIMA MOSES  
[Signature of Guardian]

I, hitherto known as ASHISH KUMAR son of Sh. TULSI RAM, employed as Sr. Software Engineer in Accenture India Pvt. Ltd., Gurgaon, residing at 229, Guru Ram Dass Nagar, Laxmi Nagar, Delhi-110092, have changed my name and shall hereafter be known as ASHISH GAUTAM.

It is certified that I have complied with other legal requirements in this connection.

ASHISH KUMAR  
[Signature (in existing old name)]

I, hitherto known as TARUN PATHAK son of Sh. RAJAN KUMAR PATHAK, residing at B-75, New Govind Pura, Chander Nagar, Gali No. 14, Delhi-110051, have changed my name and shall hereafter be known as TARUN R. PATHAK.

It is certified that I have complied with other legal requirements in this connection.

TARUN PATHAK  
[Signature (in existing old name)]

I, hitherto known as RANJIT son of Sh. KHACHERU, employed as Maali in CPWD, residing at C-45, Harkesh Nagar, New Delhi-110020, have changed my name and shall hereafter be known as RANJIT SINGH.

It is certified that I have complied with other legal requirements in this connection.

RANJIT  
[Signature (in existing old name)]

I, hitherto known as PINKI daughter of Late KARTAR SINGH, residing at B-36-Z, DDA Flats, Jahangir Puri, Delhi-110033, have changed my name and shall hereafter be known as SIMRANJEET KAUR.

It is certified that I have complied with other legal requirements in this connection.

PINKI  
[Signature (in existing old name)]

I, hitherto known as KUNAL son of Sh. PRAVEEN SHANGHARI, student, residing at DG-II/132A, DDA Flats, VIKASPURI, New Delhi-110018, have changed my name and shall hereafter be known as KUNAL SHANGHARI.

It is certified that I have complied with other legal requirements in this connection.

KUNAL  
[Signature (in existing old name)]

I, hitherto known as BAPU PANDU TAMHANE son of Sh. PANDU RAMA TAMHANE, employed as Furnace Charger/HS in Ordnance Factory, Ambarnath, residing at C/o Ramesh Butrer Mu : Javsai Gaon Tal : Ambarnath (W), Distt. Thane, Maharashtra State, have changed my name and shall hereafter be known as BHAGU PANDU TAMHANE.

It is certified that I have complied with other legal requirements in this connection.

BAPU PANDU TAMHANE  
[Signature (in existing old name)]

I, hitherto known as MOHD. RAFIQUE son of MOHAMMED, employed as Daily Rated Mazdoor (TSM) in the Directorate of Civil Supplies & Consumer Affairs, A & N Administration, Port Blair, South Andaman District having change my name and shall hereafter be known as "P. MOHAN RAO".

It is certified that I have complied with other legal requirements in this connection.

MOHD. RAFIQUE  
[Signature (in existing old name)]

I, hitherto known as V. MADHAV son of Sh. VITHOBA NATHU DAREKAR employed as SI(M) in Group Centre, C.R.P.F. Talegaon (Dabhade), Pune (Maharashtra), Pin-410 507 residing at "Om Sainath" Plot No. C-4, Sai Residency, Maval Land, Post-Vishnupuri, Talegaon (Dabhade), Pune-410507 (Maharashtra) have changed my name and shall hereafter be known as MADHAV VITHOBA DAREKAR.

It is certified that I have complied with other legal requirements in this connection.

V. MADHAV  
[Signature (in existing old name)]

I, hitherto known as KANTI BHUSHAN son of Sh. MATHURA PRASAD employed as First Assistant Manager in the Connaught Plaza Restaurant Pvt. Ltd. (McDonalds—Saket), residing at C-7/B-3, IIT Campus, Hauz Khas, New Delhi-110016 have changed my name and shall hereafter be known as KANTI BHUSHAN BHATT.

It is certified that I have complied with other legal requirements in this connection.

KANTI BHUSHAN  
[Signature (in existing old name)]

I, S. M. UROOJ ATHAR, son of Late S. M. NASEEM ATHAR, employed as Commander (Joint Director) in the Indian Navy, residing at Flat No. 143, Green Heavens Apts., Sector-4, Plot No. 35, Dwarka, New Delhi-110078, have changed name of my minor son S. FARAAZ ATHAR aged 13 years and he shall hereafter be known as S. FARAZ ATHAR.

It is certified that I have complied with other legal requirements in this connection.

S. M. UROOJ ATHAR  
[Signature of Guardian]

I, hitherto known as KAMSARAM GANESH son of Late K. BALARAJ employed as Assistant Grade-I (General) in the Food Corporation of India, Regional Office, Hyderabad-500004, residing at the 2-128/1/A, Engineer's Enclave, Chandanagar, Hyderabad-500050 have changed my surname and shall hereafter be known as DASARI GANESH.

It is certified that I have complied with other legal requirements in this connection.

KAMSARAM GANESH  
[Signature (in existing old name)]

I, hitherto known as SARABJEET SINGH DHAWAN son of Sh. SANTOKH SINGH DHAWAN employed as Photographer in the Kanan Digital Color Lab & Studio, residing at the E-4/18, Sector-56, Noida-201301, have changed my name and shall hereafter be known as SONU SINGH DHAWAN.

It is certified that I have complied with other legal requirements in this connection.

SARABJEET SINGH DHAWAN  
[Signature (in existing old name)]

#### CHANGE OF RELIGION

I, EDA RAJA BABU son of Sh. E. KRUPANANDAM employed as Asst. Commissioner, Luxury Tax and ETO in the Office of Commissioner of Excise, Entertainment and Luxury Tax, Government of NCT of Delhi residing at Quarter No. 2116, Type-IV, Delhi Admn. Flats, Gulabi Bagh, New Delhi-07 do hereby solemnly affirm and declare that I have embraced Christianity and renounced Buddhism with effect from 6th November 2009.

It is certified that I have complied with other legal requirements in this connection.

EDA RAJA BABU  
[Signature]

I, NIRMAL. P. G., son of Shri J. PATHROSE employed as DGM in the Bharat Sanchar Nigam Ltd., residing at Pavuvila Puthen Bunglow, Maruthathoor, Chaikottukonam, P. O., Trivandrum do hereby solemnly affirm and declare that I have embraced Christianity and renounced Hinduism with effect from 16.04.2006. There will be no change in my name.

It is certified that I have complied with other legal requirements in this connection.

NIRMAL P. G.  
[Signature]

## PUBLIC NOTICE

I, NIRMAL KUMAR SANPHUI son of Late BALAI CHANDRA SANPHUI, resident of Village: Samali, P.O. Nahazari, P.S. Bishnupur, District: South 24-Parganas, Pin-700 104, do hereby declare for general information that my name has been wrongly written as NIRMAL CHANDRA SAPHAI in my official Document & Service Book. My actual name is NIRMAL KUMAR SANPHUI which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

NIRMAL KUMAR SANPHUI  
[Signature]

I, DHARAMBIR SINGH son of Sh. AZAD SINGH R/o Vill. Baprola, P.S. Nangloi, Delhi-110 041, do hereby declare for general information that my name has been wrongly written as DHARAMBIR in my Licence and Badge. My actual name is DHARAMBIR SINGH which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

DHARAMBIR SINGH  
[Signature]

I, K. M. DEVASIA KARINGNAMATTAM MATHEW DEVASIA R/o Veroor, P.O. Industrial Nagar, Changnacherry, District Kottayam, Kerala State, Pin Code-686106, do hereby declare for general information that my name has been wrongly mentioned as DAVASIA DAVASIA in Educational Documents & Service records of my elder son Mr. SEBASTIAN K. S. who is working in Delhi Police and is a resident of G-5 Nightingale Apartments, Vikas Puri, New Delhi-110 018 which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

K. M. DEVASIA  
[Signature]

I, BINDA PAL wife of Ex HFO MAHENDRA PRASAD PAL. Service No. (286659'H'), resident of Vill. Mofarganj P.O. & P.S. & Distt, Katihar, State Bihar Pin-854 105, do hereby general information that my name has been wrongly written as BINDAL PAL in my husband's Service Document. My actual name is BINDA PAL which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

BINDA PAL  
[Signature]

I, SYED WAZID ALI son of Late SYEDAABID ALI alias MOHAMAD KHAN, resident of H. No. 434/3 New Panehra G.C. Fy Estate Jabalpur (M.P) Pin Code-482 011, do hereby declare for general information that my name has been wrongly written as WAZID ALI in my Educational Document & Service Book. My actual name is SYED WAZID ALI which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

SYED WAZID ALI  
[Signature]

I, AKASH AGRAWAL S/o RAJENRA AGRAWAL, resident of 560, Bhantaliya Badi Khermai Infront of Gate No. 2, Jabalpur M.P. do hereby declare for general information that my name has been wrongly written as AKASH AGRAWAL in my Educational Document & Service Book. My actual name is AKASH GUPTA which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

AKASH AGRAWAL  
[Signature]

I, ANCHAL SHARMA D/o Mr. SUNIL SHARMA resident of N-21, Majnu Ka Tilla, Near Civil Lines, Delhi-110 054, do hereby declare for general information that my name has been wrongly written as a ANCHAL SHARMA in my Educational Documents. My actual name is ANCHAL SHARMA which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

ANCHAL SHARMA  
[Signature]

## नेशनल स्टॉक एक्सचेंज ऑफ इंडिया लिमिटेड

मुम्बई -400051 .

एक्सचेंज के उप-नियमों में विहित उपबंधों को नीचे दी गई सीमा तक संशोधित किया जाता है :

एक्सचेंज के उप-नियमों के अध्याय 1 के उप-नियम 8 के रूप में निम्नलिखित पैरा को जोड़ा जाता है :

उद्धरण चिन्ह शुरू

एक्सचेंज, सेबी के पूर्व अनुमोदन के अध्यक्षीन, प्रतिभूति संविदा (विनियमन) अधिनियम, 1956 की धारा 13 के परंतुक द्वारा ऐसी व्यवस्था एक अथवा अधिक मान्यता-प्राप्त स्टॉक एक्सचेंजों के साथ कर सकता है । ऐसी दशा में, इन उप-नियमों और विनियमनों के उपबंध, समय-समय पर संगत प्राधिकारी द्वारा यथा विनिर्दिष्ट ऐसे संशोधनों के अध्यक्षीन होंगे ।

उद्धरण चिन्ह बंद

कृते नेशनल स्टॉक एक्सचेंज ऑफ इंडिया लिमिटेड

(जे.रविचन्द्रन)

निदेशक (वित्त एवं विधि) और कंपनी सचिव

एक्सचेंज के नियमों में विहित उपबंधों को नीचे दी गई सीमा तक संशोधित किया जाता है :

(1) निम्नलिखित धारा को एक्सचेंज के नियमों के अध्याय 1 में नियम 4 की धारा (ख) के रूप में जोड़ा जाता है :-

उद्धरण चिन्ह शुरू

प्रतिभूति संविदा (विनियमन) अधिनियम, 1956 की धारा 13 के परंतुक के अनुसरण में किसी अन्य स्टॉक एक्सचेंज के साथ किसी व्यवस्था के लिए शर्तें और उसके संबंधित सभी मामले;

उद्धरण चिन्ह बंद

(2) उपर्युक्त के फलस्वरूप एक्सचेंज के नियमों के अध्याय 1 के नियम 4 की धारा (ख), (ग), (घ), (ड.), (च), (छ), (ज), (झ) को क्रमशः धारा (ग), (घ), (ड.), (च), (छ), (ज), (झ), (ज) और (ट) के रूप में पुनः क्रमांकित किया गया है ।

कृते नेशनल स्टॉक एक्सचेंज ऑफ इंडिया लिमिटेड

(जे.रविचन्द्रन)

निदेशक (वित्त एवं विधि) और कंपनी सचिव

दि 2 सितंबर 2008 को मद्रास स्टॉक एक्सचेंज लिमिटेड की निदेशक बोर्ड द्वारा अनुमोदित तथा सेबी द्वारा अपने पत्र सं.एमआरडी/डीएसए/177756/09 दि 23 सितंबर 2009 के जरिये अनमोदित। मद्रास स्टॉक एक्सचेंज लिमिटेड के उपनियमों में निम्न संशोधन किया गया।

अध्याय 6ए -- भारतीय राष्ट्रीय स्टॉक एक्सचेंज लिमिटेड (एनएसई) पर किये जानेवाले व्यापार

सेक्यूरिटीज ठेके (नियंत्रण) अधिनियम 1956 की धारा 13 के प्रावधानों (i) के अधीन, एनएसई के ऑटोमेटेड ट्रेड सिस्टम (एटीएस) पर एमएसई के सदस्यों द्वारा व्यापार के जाने प्रयोज्य उपनियम

भूमिका

सेक्यूरिटी लॉ (संशोधन) अधिनियम 2004 द्वारा 12 अक्टूबर 2004 से इन्सर्ट किये गये सेक्यूरिटीज ठेके (नियंत्रण) अधिनियम 1956 की धारा 13 के प्रावधान (i), दो या अधिक स्टॉक एक्सचेंज(i) के सदस्यों के बीच सेक्यूरिटीयों में ठेके प्रवेश करने देता है, उन शर्तों व नियम के अधीन, जैसे कि संबंधित स्टॉक एक्सचेंज (i) द्वारा सेक्यूरिटीज व एक्सचेंज बोर्ड ऑफ इंडिया (एसईबीआई) से पूर्वानुमति के साथ निर्धारित किया जाएगा।

मद्रास स्टॉक एक्सचेंज लिमिटेड (एमएसई) के सदस्यों को नेशनल स्टॉक एक्सचेंज ऑफ इंडिया लिमिटेड (एनएसई) में सूचीबद्ध तथा अनुमत्य सेक्यूरिटीयों में व्यापार करना सगम करने हेतु तथा एमएसई पर सूचीबद्ध सेक्यूरिटीयों को राष्ट्रीयगत पहुँच प्रदान करने हेतु, सेबी से अनुमोदन के साथ एक्सचेंजों के बीच समझाते कराते हुए, एनएसई तथा एमएसई के बीच व्यवस्था किया जा रहा है।

इस अध्याय में उपलब्ध प्रावधान, व्यवस्था के अधीन एनएसई के व्यापार प्लेटफार्म पर, एमएसई के सदस्यों द्वारा अपनाये जानेवाले व्यवहारों से उत्पन्न सभी विषयों पर लागू होंगे। (जिसे आगे व्यवस्था के रूप में संदर्भित किया जाएगा) जैसे सेक्यूरिटी ठेके (नियंत्रण) अधिनियम 1956 की धारा 13 के प्रावधान(i) के अधीन एनएसई के साथ प्रवेश किया जाएगा।

#### 1. एनएसई के ट्रेडिंग प्लेटफार्म से पहुँच

एमएसई के सदस्य, बोर्ड/ कार्यकारिणी समिति द्वारा निर्धारित योग्यता मापदण्ड के तहत तथा ऐसे शर्त व निबंधन के अधीन जो इस संबंध में निर्धारित किया गया हो के अधीन, एनएसई, जिसके साथ एमएसई का एससीआरए की धारा 13 के अधीन व्यवस्था उपलब्ध है की ट्रेडिंग प्लेटफार्म पर पहुँच के लिए अनुमति दिया जाएगा। ऐसी व्यवस्था एनएसई के साथ उक्त समझौते की जारी होने तक उपलब्ध रहेगा और व्यवस्था की समाप्ति पर बंद हो जाएगा।

#### 2. सदस्यों की स्थिति

एमएसई के सदस्य एमएसई के सदस्य मात्र ही रहेंगे तथा एनएसई पर इस अध्याय के अधीन उल्लिखित व्यवस्था के लिए कोई अलग प्रवेश उल्लिखित नहीं है। किसी भी व्यक्ति जो एमएसई के सदस्य नहीं है या एक सदस्य जिन्हें डीफॉल्टर घोषित किया गया हो या जिन्हें किसी भी कारण के लिए एमएसई में व्यापार करने से बहिष्कृत किया गया हो या एसईबीआई (इन्टरमीडियेट) नियंत्रण 7 के अनुसूची 2 में विनिर्दिष्ट 'योग्य या उचित

व्यक्ति निर्धारित करनेवाले मापदण्ड को पूर्ति नहीं कर रहा है उन्हें एनएसई के प्लेटफार्म को अक्सेस करने के लिए अनुमति नहीं दिया जाएगा।

### 3. प्रयोज्य सेगमेंट

एनएसई की व्यापार प्लेटफार्म को अक्सेस करने के लिए सदस्यों के लिए अर्हता, व्यवस्था के अधीन एनएसई से अनुमत्य तथा सेबी से अनुमोदित सेगमेंटों तक प्रतिबंध किया जाएगा। इस अध्याय के अधीन सदस्य जो एनएसई में व्यापार करना चाहेंगे उन्हें व्यापार के संबंधित सेगमेंटों में एमएसई के सदस्य के रूप में सेबी पंजीकरण प्राप्त करना है।

### 4. ठेके टिप्पणी जारी करना

सदस्य, एनएसई में किये जानेवाले व्यापारों के लिए एमएसई ठेके टिप्पणी जारी करेगा और यह एमएसई के नियम, उपविधि तथा नियंत्रणों के तहत रहेगा। पर भी, ऐसे व्यापारों को विशिष्ट रूप से पहचाना जाएगा और निवेशकों से सही विवरण प्राप्त किया जा रहा है इसे सुनिश्चित करने हेतु निर्धारित फॉर्म में जारी किया जाएगा।

### 5. निवेशक विपत्ति तथा मध्यस्थता

इस अध्याय के अधीन, व्यवहार के संबंध में या व्यवहार से व्यापार सदस्यों के विरुद्ध शिकायत या निवेशक विपत्तियों पर एमएसई के उपविधि तथा नियंत्रणों के अधीन निर्धारित निवेशक विपत्ति निवारण प्रक्रिया के अनुसार कार्यवाई लिया जाएगा।

एमएसई व्यापार सदस्य इन्टर्स के बीच और एमएसई सदस्य तथा क्लायंटों के बीच समस्या जो इस अध्याय के अधीन निष्पादित तथा निपटान किये व्यवहार से उत्पन्न हो, के लिए मध्यस्थता प्रक्रिया/ मेकनिसम के जरिये एमएसई के उपनियम तथा नियंत्रणों के अधीन हल निकाला जाएगा। तथापि, ऐसे मध्यस्थता मेकनिसम द्वारा समस्याओं के लिए हल निकालने हेतु मध्यस्थकार द्वारा प्रयोग किये जानेवाले मूलभूत कानून, एनएसई का नियम, उपनियम तथा नियंत्रण रहेगा, जिसके अधीन यह व्यवहार को निष्पादित किया गया और निपटान किया गया। अन्य शब्दों में, मध्यस्थक की नियुक्ति संबंधित प्रक्रिया, मध्यस्थक द्वारा अनुपालन किये जाने कार्यप्रणाली आदि, एमएसई के अधीन उपलब्ध उपविधि ही रहेगा और ऐसे समस्याओं के लिए हल निकालने के लिए लागू कानून व्यापार, निष्पादन, जोखिम व्यवस्था तथा निपटान आदि से संबंधित एनएसई उपनियम रहेगा। अगर एमएसई के सदस्य तथा एनएसई के सदस्य के बीच या और एक एक्स्चेंज के सदस्य के साथ समस्या है जिनके साथ एनएसई का ऐसे ही व्यवस्था उपलब्ध है तो इस समस्या का हल एनएसई उपनियम और नियंत्रणों के अधीन निकाला जाएगा।

### 6. क्लियरिंग व निपटान

एनएसई के व्यापार प्लेटफार्म पर सदस्यों से किये जानेवाले सभी व्यवहार को एमएसई स्तर पर नेटड किया जाएगा और उसके अनुसार निपटान किया जाएगा। एमएसई के सदस्य एमएसई से निधि व सेक्यूरिटी का भुगतान करेंगे। ऐसे ही, निधि तथा सेक्यूरिटी का भुगतान एमएसई के जरिये किया जाएगा। निधि तथा सेक्यूरिटी भुगतान के लिए समय अनुसूची एमएसई द्वारा निर्धारित किया जाएगा और ऐसे अनुसूचियों एनएसई से सुझावित ढाँचा के अन्दर हो सकता है और एनएसई पर निपटान अनुसूचियों से भिन्न रह सकता है।

### 7. डीफॉल्ट तथा अनुशासनिक कार्यवाही

इस व्यवस्था के अन्तर्गत, किसी बाध्यता, देयता तथा ऐसे व्यवहारों से उठनेवाले दावा और किसी नियम, उपनियम, नियंत्रण, परिपत्र, तथा शर्त व निबंध, जिसके तहत एनएसई में व्यापार के लिए अनुमति दिया गया हो का अनुपालन न किये जाने पर, एनएसई के व्यापार प्लेटफार्म में किये जानेवाले सभी व्यवहार तथा बर्ताव के लिए, सदस्य के ऊपर एमएसई द्वारा डीफॉल्ट तथा अनुशासनिक कार्यवाही हेतु बाध्य होंगे।

एनएसई पर किये जानेवाले व्यवहार और इससे उठनेवाले सभी विषय के संबंध में अनुशासनिक कार्यवाही, नियामक मध्यस्थता को रोकने के जैसे होंगे और इसके लिए एमएसई, एनएसई की कार्यप्रणाली तथा जुर्माना ढांचा अपना सकता है तथा लागू कर सकता है जैसे एमएसई और एनएसई के बीच सहमति हो।

#### 8. निपटान गारंटी निधि

एनएसई पर किये गये व्यवहारों के संबंध में एमएसई को निपटान बाध्यता को वहन करने में अगर कोई सदस्य छूके, तो इस व्यवस्था के अनुसार, और / या उनको डीफॉल्टर घोषित किए जाए, तो संबंधित प्राधिकारी निपटान गारंटी निधि और अन्य रकम जो सदस्य के खाते में जमा पड़े हो, एमएसई के नियम, उपनियम तथा नियंत्रणों में उल्लिखित तरीके में सदस्य की बाध्यता को पूर्ति करने के लिए उपयोग कर सकता है और इस क्रिया के लिए एनएसई पर किये जानेवाले व्यवहारों को एमएसई में किये व्यवहार जैसे लिया जाएगा। सेक्यूरिटी ठेके (नियंत्रण) अधिनियम 1956 की धारा 13 के प्रावधान (i) के अनुरूप एमएसई और एनएसई के बीच निष्पादित समझौते के शर्तों में, पूंजी मार्केट सेगमेंट और फ्यूचर्स तथा आप्रान्स सेगमेंट के एमएसई के एसजीएफ जैसे प्रकरण, हो, को पहले बैठक में एमएसई सदस्यों के डीफॉल्ट के लिए उपयोग किया जाएगा। अगर अपर्याप्त हो तो, संबंधित सेगमेंटों के लिए नेशनल सेक्यूरिटीज क्लियरिंग कॉर्पोरेशन लिमिटेड द्वारा निर्मित एसजीएफ का उपयोग किया जाएगा।

निपटान गारंटी निधि का निम्न तरीके से रखरखाव तथा उपयोग किया जाएगा :

अ. एनएसई प्लेटफार्म में निष्पादित व्यापार के लिए, एमएसई द्वारा पहले ही उपलब्ध एसजीएफ का उपयोग किया जाएगा। तथापि, एसजीएफ में एमएसई सदस्य की अंशदान के संबंध में, उन एमएसई सदस्य जो एनएसई व्यापार में भाग लेंगे से प्राप्त अंशदान मात्र ही लेखा में लिया जाएगा और एमएसई सदस्यों की अंशदान जो एनएसई व्यापार में भाग लेंगे उनकी खाता को अलग रखा जाएगा।

आ. कुल एसजीएफ रकम में से, निधि को उद्दिष्ट किया जाएगा और सीएमओर एफ और ओ सेगमेंट के लिए अलग रूप से रखरखाव किया जाएगा और एमएसई सदस्य की अंशदान तथा जमा को एमएसई सदस्य जिस सेगमेंट में भाग लेंगे उससे लिए भी आबंटित किया जाएगा।

इ. जहाँ एमएसई सदस्य दोनों एनएसई तथा एमएसई व्यापार में भाग लेंगे, ऐसे सदस्यों से एमएसई द्वारा अतिरिक्त बेस मिनिमम कैपिटल वसूला जाएगा और इसे विभिन्न सेगमेंटों में आबंटन करेगा।

ई. एमएसई में व्यापार की शुरुआत के पहले एक अलग एसजीएफ का निर्माण एमएसई करेगा जिसमें एनएसई प्लेटफार्म में भाग न लेनेवाले एमएसई सदस्यों के अंशदान का अंतरण किया जाएगा।

#### 9. निवेशक सुरक्षा निधि

किसी भी सदस्य को डीफॉल्टर घोषित किये जाने पर या एमएसई के नियम, उपनियम तथा नियंत्रणों के प्रावधानों के अधीन, व्यवस्था के अधीन एनएसई पर किये जानेवाले व्यवहारों से उत्पन्न दायित्व, देयताएँ तथा दावा को अपूर्ण करने पर बाहर किया गया तो पूंजी मार्केट सेगमेंट तथा फ्यूचर्स तथा विकल्प सेगमेंट के लिए निवेशक सुरक्षा निधि जैसे एमएसई द्वारा प्रकरण की रखरखाव हो, का उपयोग, निवेशक की सभी प्रामाणिक तथा यथार्थ दावों के लिए, ऐसे दावों की निपटान के लिए नियम के अनुसार क्षतिपूर्ति करने हेतु उपयोग किया जाएगा और इस प्रयोजन के लिए एनएसई पर किये गये व्यवहार को एमएसई के फ्लोर पर किया गया जैसे लिया जाएगा। समझौते के अधीन एनएसई पर किये जानेवाले व्यवहारों से उत्पन्न निवेशक दावाओं का निपटान नीचे दिये गये प्रक्रिया के अनुसार किया जाएगा

अ. समझौते के अधीन एनएसई पर किये जानेवाले व्यवहारों से उठनेवाले, निवेशक की प्रमाणित तथा यथार्थ दावों के विरुद्ध देय क्षतिपूर्ति किसी अन्य एनएसई सदस्य द्वारा सीधे व्यापार करनेवाले निवेशक को देय क्षतिपूर्ति के समान रहेगा।

आ. पूंजी मार्केट सेगमेंट तथा फ्यूचर्स और विकल्प सेगमेंट के लिए निवेशक सुरक्षा निधि, जैसे भी प्रकरण हो, एमएसई नियम, उपनियम के अधीन निर्धारित सीमा तक रखरखाव किया जाएगा, उसको निवेशक की प्रत्येक यथार्थ

तथा प्रमाणित दावा को क्षतिपूर्ति करने के लिए, ऐसे दावा के निपटान के लिए नियम के अनुसार, उपयोग किया जाएगा।

इ. एमएसई निवेशक सुरक्षा निधि में प्रति सेगमेंट के लिए रु.50,00,000/- (रुपये पचास लाख) कार्पस रहेगा और इस कार्पस को, व्यवस्था के अधीन एनएसई पर व्यापार की शुरुआत से 2 वर्ष की अवधि में प्रति सेगमेंट में 1,50,00,000/- तक बढ़ाया जाएगा।

ई. निपटान के नियम के अधीन एमएसई द्वारा देय क्षतिपूर्ति, जितने हद तक व्यवस्था के अधीन एनएसई में किये गये व्यापार से संबंधित हो, के अधीन प्रचालन के प्रथम वर्ष के अंत में प्रति निवेशक का रु.1 लाख तक बढ़ाया जाएगा, द्वितीय वर्ष के अंत में रु.2 लाख तथा प्रचालन के तृतीय वर्ष तक 3 लाख तक बढ़ा जाएगा।

उ. एमएसई द्वारा निर्धारित सीमा को पार करके देय क्षतिपूर्ति को एनएसई के निवेशक सुरक्षा निधि ट्रस्ट से वहन किया जाएगा।

ऊ. आईपीएफटी में से क्षतिपूर्ति भुगतान करने के लिए, एमएसई, स्वीकार्यता या विपरीत निर्धारित करने के लिए निवेशक दावाओं के मूल्यांकन हेतु एनएसई द्वारा अपनाये जानेवाले प्रक्रिया को अपनाएगा। जहाँ निपटान किये जाने योग्य दावाएँ एमएसई नियम व उपनियम के अनुसार सीमा से अधिक है, एमएसई ऐसे सभी दावाओं को, एनएसई में व्याख्या किये अनुसार आवश्यक दस्तावेजों तथा सिफारिश के साथ एनएसई को भेजेगा। एनएसई नियमों के अनुसार स्वीकार्यता या विपरीत निर्धारण हेतु एनएसई आईपीएफटी मूल्यांकन करेगा और दावा को स्वीकृत किये जाने पर, निवेशक को ऊपर दिय गये नियमों के अनुसार भुगतान किया जाएगा।

#### 10. एनएसई पर एमएसई सूचीबद्ध सेक्यूरिटीयों का व्यापार

एमएसई में सूचीबद्ध सेक्यूरिटीयों को एनएसई के स्व-सूचीबद्ध सेक्यूरिटीयों के साथ एनएसई पर व्यापार करने अनुमति दिया जा सकता है या प्रवेश तथा इस संबंध में निर्धारित अनुपालन मानकों को अंतर्निहित करके अन्य शर्तों के तहत अलग सेगमेंट में, एमएसई तथा एनएसई के बीच आपसी परामर्श में व्यापार करने अनुमति दिया जा सकता है।

#### 11. एनएसई के नियम व नियंत्रणों का प्रयोज्यता

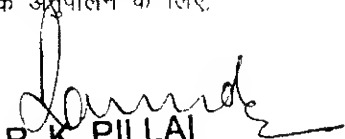
व्यवस्था के अधीन एनएसई के व्यापार प्लेटफार्म में किये जानेवाले सभी व्यवहार, एनएसई में प्रचलित नियम, उपनियम, नियंत्रण, परिपत्र, प्रक्रियाएँ और कार्यप्रणाली के अधीन ही रहेगा। व्यवस्था के अधीन व्यापार करनेवाले सदस्य, एनएसई के व्यापार प्लेटफार्म में उनसे प्रवेश किये जानेवाले व्यवहार या ऐसे व्यवहारों से उत्पन्न सभी विषयों के संबंध में व्यापार, क्लियरिंग तथा निपटान, जोखिम व्यवस्था आदि से संबंधित होंगे और नियम, उपनियम, नियंत्रण तथा परिपत्रों का अनुपालन करेंगे। किसी भी सदस्य, एमएसई में उपलब्ध नियम, उपनियम, प्रक्रिया या कार्यप्रणाली के साथ यह संगत नहीं है कहकर आपत्ति नहीं उठाएगा।

बशर्ते कि, तथापि एनएसई में प्रचलित इन नियम, उपनियम, नियंत्रणों, परिपत्र, प्रक्रिया तथा कार्यप्रणालियों का प्रयोज्यता, शर्त व निबंधनों के अधीन तथा एमएसई तथा एनएसई के बीच किये गये समझौते तथा इस अध्याय में प्रदत्त स्तर तक रहेगा।

बशर्ते कि, ऊपर्युक्त के अलावा, सदस्य एमएसई के नियम, उपनियम तथा नियंत्रणों के अधीन होंगे।

#### 12. अन्य शर्त व निबंधन

एमएसई तथा एनएसई के बीच, सेक्यूरिटीज तथा एक्चेंज बोर्ड ऑफ इंडिया से पूर्व अनुमोदन के साथ प्रवेश किये गये शर्त व निबंधन (सदस्य, जो इस व्यवस्था के अधीन एनएसई के प्लेटफार्म पर व्यापार करने की सुविधा अपनाना चाहेंगे, के भाग से संबंधित समझौता का निर्माण, एनएसई पर किये जानेवाले व्यवहारों तथा उससे उत्पन्न सभी विषयों के संबंध में, उक्त शर्त तथा निबंधन या किसी संशोधन जो भी हो, के अनुपालन के लिए, करेंगे।

  
R. K. PILLAI  
EXECUTIVE DIRECTOR

NATIONAL STOCK EXCHANGE OF INDIA LIMITED  
Mumbai-400 051

The provisions contained in the Byelaws of the Exchange are amended to the extent given hereunder:-

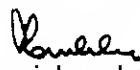
The following clause is inserted as Byelaw 8 of Chapter I of the Byelaws of the Exchange:-

Quote

The Exchange, subject to prior approval of SEBI, may enter into such arrangement pursuant to proviso to Section 13 of the Securities Contracts (Regulation) Act, 1956 with one or more recognised stock exchanges. In such an event, the provisions of these Byelaws and Regulations shall apply subject to such modifications as may be specified by Relevant Authority from time to time.

Unquote

For National Stock Exchange of India Limited

  
J. Ravichandran  
Director (F&L) &  
Company Secretary

The provisions contained in the Rules of the Exchange are amended to the extent given hereunder:-

(1) The following clause is inserted as clause (b) of Rule 4 in Chapter I of the Rules of the Exchange:-

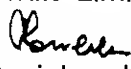
Quote

Conditions for any arrangement with another stock exchange pursuant to the proviso to Section 13 of the Securities Contracts (Regulation) Act, 1956 and all matters relating thereto;

Unquote

(2) As a consequence of the above, the clauses (b), (c), (d), (e), (f), (g), (h), (i) and (j) of Rule 4 of Chapter I of the Rules of the Exchange are renumbered as clauses (c), (d), (e), (f), (g), (h), (i), (j) and (k) respectively.

For National Stock Exchange of India Limited

  
J. Ravichandran  
Director (F&L) &  
Company Secretary

Approved by the Board of Directors of Madras Stock Exchange Limited on 2<sup>nd</sup> September 2008 and approved by SEBI vide its letter No. MRD/DSA/ 177756 /09 dated 23<sup>rd</sup> September 2009, the following amendments have been made in the Byelaws of the Madras Stock Exchange Limited. These amendments to Byelaws have been exempted from prior publication vide SEBI Order dated 22<sup>nd</sup> September 2009.

**"CHAPTER – 6A- TRADES DONE ON NATIONAL STOCK EXCHANGE OF INDIA  
LIMITED (NSE)**

Byelaws applicable for trading by members of the MSE on the Automated Trading System (ATS) of NSE under proviso (i) to Section 13 of Securities Contracts (Regulation) Act, 1956.

**Preamble**

The proviso (i) to Section 13 of the Securities Contracts (Regulation) Act, 1956, inserted by Securities Laws (Amendment) Act, 2004 with effect from 12<sup>th</sup> October, 2004 enables contracts in securities to be entered into between members of two or more Stock Exchange(s) subject to such terms and conditions as may be stipulated by respective Stock Exchange(s) with prior approval of Securities and Exchange Board of India (SEBI).

In order to facilitate members of the Madras Stock Exchange Ltd (MSE) to trade in the securities listed and permitted on the National Stock Exchange of India Ltd (NSE) and also to provide nationwide access to the securities listed on MSE, arrangement is made between NSE & MSE by entering into an Agreement between the Exchanges with SEBI approval.

The provisions contained in this chapter shall apply to all matters connected with or arising out of the transactions carried out by the Members of MSE on the trading platform of NSE under the arrangement (hereinafter referred to as the arrangement), entered into with NSE under the proviso (i) to Section 13 of the Securities Contracts (Regulation) Act, 1956.

**1. Access to the Trading platform of NSE:**

Members of MSE, subject to eligibility criteria prescribed by the Board / Executive Committee, and on such terms and conditions as may be prescribed in this regard, be permitted to access the trading platform of NSE with whom MSE has arrangement pursuant to Section 13 of SCRA. Such facility shall be available during the continuance of the said arrangement with NSE and will cease on termination of the arrangement.

**2. Status of Members:**

Members of MSE will continue to be the members of MSE only and no separate admission for the purpose of the arrangement envisaged under this Chapter on NSE is envisaged. Any person who is not a member of MSE or a member who has been declared a defaulter or who is prohibited from trading on MSE for any reasons whatsoever or otherwise does not meet the Criteria for determining a 'fit and proper person' as specified in Schedule II of Regulation 7 of SEBI (Intermediaries) Regulations, 2008 shall not be permitted to access the trading platform of NSE.

**3. Applicable Segments:**

The eligibility of the members to access the trading platform of NSE shall be restricted to the applicable segments as may be permitted by NSE and approved by SEBI under the arrangement. Members desirous to trade on NSE under this Chapter should obtain SEBI registration as Member of MSE in the relevant segments of trading.

**4. Issue of Contract Notes:**

Members will issue MSE contract notes for trades done on NSE and shall be subject to the Rules, Bye-laws and Regulations of MSE. However, such trades will be identified distinctly and issued in such format as may be prescribed to ensure proper information to investors.

**5. Investor Grievance & Arbitration:**

Complaints or investor grievances against the Trading Members arising out of or in relation to transactions under this chapter shall be dealt with in accordance with the investor grievances redressal procedure prescribed under the Bye-laws and Regulations of MSE.

Disputes between MSE trading members inter se and between MSE trading members and their clients, arising out of or in relation to the transactions executed & settled under this chapter shall be resolved through arbitration procedure/mechanism available under the Bye-laws and Regulations of MSE. However, the substantive law to be applied by the Arbitrator/s for resolving the disputes through such arbitration mechanism shall be the Rules, Byelaws and Regulations of NSE under which such transaction is executed and settled. In other words the procedure for appointment of Arbitrator, procedure to be followed by Arbitrator etc. shall be the procedure contained under MSE Byelaws & the applicable law for resolving of such disputes shall be of NSE Byelaws relating to trading, execution, risk management and settlement etc. If there is any dispute between a member of MSE and a member of NSE or with a member of another Exchange with which NSE may have similar arrangement, the same shall be resolved under NSE Bye-laws and Regulations.

**6. Clearing & Settlement:**

For all transactions done by the members on the trading platform of NSE the transactions shall be netted at MSE level and settled accordingly. The members of MSE would make the pay-in of funds and securities to MSE. Similarly, the payout of funds and securities shall be through MSE. MSE shall prescribe the time schedules for the pay-in and pay-out of funds and securities and such schedules could be however within the framework suggested by NSE and different from the settlement schedules on NSE.

**7. Default & Disciplinary proceedings to apply:**

The members shall be subject to the default and disciplinary proceedings of the MSE in respect of all the transactions and dealings done on the trading platform of NSE under this arrangement, for non-fulfillment of any of the obligations, dues, liabilities and claims arising out of such transactions and also for non compliance of any of the Rules, Byelaws, Regulations, Circulars and terms and conditions subject to which access for trading was allowed on NSE.

Disciplinary action in respect of the transactions done on NSE and all other matters arising therefrom shall be such to avoid regulatory arbitrage and for this purpose MSE may adopt and enforce the methodology and penalty structure of NSE as may be mutually agreed upon between the MSE and NSE.

**3. Settlement Guarantee Fund:**

In the event of failure of a member to meet his settlement obligation to MSE in respect of the transactions done on NSE, under this arrangement, and/or on his being declared a defaulter, the Relevant Authority may utilize the settlement guarantee fund and other moneys lying to the credit of the member to fulfill the obligations of the member in the same manner as provided in the Rules, Bye Laws and Regulations of MSE and for that purpose the transactions done on NSE shall be treated as having been done on the floor of MSE. In terms of the agreement executed between NSE and MSE pursuant to the proviso (i) of Section 13 of the Securities Contracts (Regulation) Act, 1956, the SGF of MSE for Capital Market Segment and Futures and Options Segment as the case may be shall be utilised first in meeting the defaults of the MSE members. In case of insufficiency, the SGF set up by National Securities Clearing Corporation Limited for the respective segments shall be utilised.

The Settlement Guarantee Fund shall be maintained and utilised as under:

- a) MSE shall utilise the existing SGF for trades executed on NSE platform. However, as regards the MSE member's contribution in SGF, the contribution received from those MSE members who would be participating in NSE trading would only be taken into account and the contribution of the MSE members who would not be participating in NSE trading would be kept separately.
- b) Out of the total SGF amount, funds would be earmarked and maintained separately for CM and F & O segments and the MSE member's contribution and deposits would also be allocated to the segments in which the MSE members participate.
- c) Where the MSE members participate both in NSE and MSE trading, MSE would collect additional Base Minimum Capital from such members and allocate the same to different segments.
- d) MSE would also set up a separate SGF before commencement of trading in MSE, to which the contribution of the MSE members who are not participating in NSE platform would be transferred.

#### 9. Investor Protection Fund:

In the event of any of the members being declared defaulter or is expelled under the provisions of the Rules, Byelaws and Regulations of the MSE for non-fulfilment of any of the obligations, dues, liabilities and claims arising out of the transactions done on NSE under the arrangement, the Investor Protection Fund for Capital Market Segment and Futures and Options Segment as the case may be maintained by MSE shall be utilized to compensate all genuine and bonafide claims of investors in accordance with the rules for settlement of such claims and for that purpose the transactions done on NSE shall be treated as having been done on the floor of MSE.

Settlement of investor claims arising out of the transactions done on NSE under the arrangement shall be in accordance with the procedure prescribed hereunder:

- a) The compensation payable to an investor against genuine and bonafide claims arising out of the transactions done on NSE under the arrangement shall be on par with the compensation that would be payable to an investor trading through any other NSE member directly.
- b) Investor Protection Fund for Capital Market Segment and Futures and Options Segment as the case may be, maintained by MSE to the extent of limits stipulated under MSE Rules, Bye-Laws shall first be utilized to compensate each genuine and bonafide claim of investors in accordance with the rules for settlement of such claims.
- c) MSE's Investor protection Fund shall have a corpus of Rs. 50,00,000/- (Rupees Fifty Lakhs) per segment and this corpus shall be raised to Rs. 1,50,00,000/- (Rupees One crore fifty lakhs) per segment over a period of two years from commencement of trading on NSE under the arrangement.
- d) The compensation payable by MSE under its rules of settlement, so far as it relates to the transactions done on NSE under the arrangement, shall stand increased to Rs. 1 Lakh per investor by end of first year of operations, Rs. 2 Lakhs per investor by end of second year and to Rs. 3 Lakhs by end of third year of operations, from the date of commencement of trading on NSE under the arrangement.
- e) The compensation payable beyond the limits set out by MSE would be met by Investor Protection Fund Trust of NSE.

- (f) For the purposes of payment of compensation out of IPFT MSE would adopt process similar to that of NSE for evaluation of investor claims for determining admissibility or otherwise. Where the claims to be settled are beyond the limits as per MSE Rules & Byelaws, MSE would send all such claims along with the necessary documents as may be defined by NSE along with its recommendations to NSE. NSE IPFT would evaluate the claim for admissibility or otherwise as per NSE's norms and on the claim being admitted, compensation would be paid to the investors in accordance with the norms stated hereinabove.

#### 10. Trading of MSE listed Securities on NSE:

Securities listed on MSE may be allowed to be traded on NSE along with NSE's own listed securities or in a separate segment subject to the entry and other conditions including compliance standards as may be prescribed in this regard in mutual consultation between MSE and NSE.

#### 11. Applicability of the Rules and Regulations of NSE:

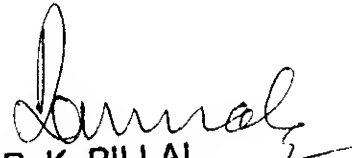
All transactions done on the Trading platform of NSE under the arrangement shall be subject to the Rules, Byelaws, Regulations, Circulars, practices and procedures as prevalent on NSE. Members trading under the arrangement shall be bound by and comply with the Rules, Byelaws, Regulations and Circulars regarding trading, clearing and settlement, risk management etc. in respect of the transactions and all matters arising out of such transactions entered into by them on the trading platform of NSE. No member shall raise any objection on the ground that the same are not in conformity with the Rules, Byelaws, Regulations, practices and procedures prevalent on MSE;

PROVIDED, however, that the applicability of the Rules, Byelaws, Regulations, Circulars, practices and procedures as prevalent on NSE shall be subject to the terms and conditions and to the extent as provided in the Agreement as may be entered into between MSE and NSE and in this Chapter.

PROVIDED further that except as provided above, the members shall be subject to the Rules, Byelaws & Regulations of MSE.

#### 12. Other terms and conditions:

The terms and conditions of the agreement entered into between MSE and NSE with prior approval of Securities and Exchange Board of India (shall constitute a binding agreement on the part of the members who avail the facility to trade on the platform of NSE under the arrangement, for compliance of the said terms and conditions or any change or modification thereof, in respect of the transactions done on NSE and all matters arising there from."

  
R. K. PILLAI  
EXECUTIVE DIRECTOR